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15 **UNITED STATES BANKRUPTCY COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
17 **SAN FRANCISCO DIVISION**

18 **In re:**

19 **PG&E CORPORATION,**

20 **- and -**

21 **PACIFIC GAS AND ELECTRIC**  
**COMPANY,**

22 **Debtors.**

- 23  Affects PG&E Corporation  
 Affects Pacific Gas and Electric Company  
 Affects both Debtors

24 \* *All papers shall be filed in the Lead Case,*  
No. 19-30088 (DM).

25 Bankruptcy Case  
No. 19-30088 (DM)

26 Chapter 11  
(Lead Case) (Jointly Administered)

27 Related Docket Ref: Docket Nos: 1527, 1528, 1529

28 **AMENDED DECLARATION OF DAVID N.  
LEVINE IN SUPPORT OF APPLICATION  
PURSUANT TO 11 U.S.C. § 327(e) AND FED.  
R. BANKR. P. 2014(a) AND 2016 FOR  
AUTHORITY TO RETAIN AND EMPLOY  
GROOM LAW GROUP, CHARTERED AS  
SPECIAL EMPLOYEE BENEFITS COUNSEL  
TO THE DEBTORS EFFECTIVE AS OF THE  
PETITION DATE**

Date: May 9, 2019  
Time: 9:30 a.m. (Pacific Time)  
Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

1 Pursuant 28 U.S.C. § 1746, I, David N. Levine, hereby declare as follows:

2       1. I am an attorney admitted and in good standing to practice law in the District of Columbia.  
3 I am a principal in the law firm of Groom Law Group, Chartered (“**Groom**”) and am duly authorized to  
4 make this Declaration (the “**Declaration**”) on behalf of Groom. The facts set forth in this Declaration  
5 are based on my knowledge and belief after due inquiry and, if called as a witness, I could and would  
6 testify thereto.

7       2. On January 29, 2019 (the “**Petition Date**”), PG&E Corporation (“**PG&E Corp.**”) and  
8 Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in possession (collectively,  
9 “**PG&E**” or the “**Debtors**”), each commenced with this Court a voluntary case under the Bankruptcy  
10 Code (the “**Chapter 11 Cases**”).

11       3. I submit this Declaration in support of the Debtors’ Application (the “**Application**”),<sup>1</sup>  
12 pursuant to section 327(e) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules  
13 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for authority  
14 to employ and retain Groom as special employee benefits counsel, effective as of the Petition Date.

15       4. This Declaration is provided pursuant to Paragraph D.1 of the U.S. Trustee *Guidelines*  
16 for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. §  
17 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013 (the “**U.S. Trustee**  
18 **Guidelines**”).

19       5. In connection with these Chapter 11 Cases, Groom has agreed to advise the Debtors with  
20 respect to legal issues associated with their employee benefit plans, including, but not limited to, issues  
21 related to Debtors’ employee benefit obligations under the Employee Retirement Income Security Act  
22 of 1974, as amended, the Internal Revenue Code of 1986, as amended, and the Bankruptcy Code; any  
23 investigations, inquiries, or claims made by the Department of Labor, the Internal Revenue Service, the  
24 Pension Benefit Guaranty Corporation, or the U.S. Trustee; claims by plan participants or beneficiaries  
25 that relate to Debtors’ employee benefit plans; and any proceedings before this Court, any appellate  
26 court, or any court of competent jurisdiction relating to Debtors’ employee benefit plans.

27  
28 <sup>1</sup> Capitalized terms used, but not otherwise defined, herein shall have the same meanings ascribed to  
such terms in the Application.

1       6.     Groom did not agree to any variations from, or alternatives to, the firm's standard or  
2 customary billing arrangements with the Debtors with respect to this matter.

3       7.     No prospective budget or staffing plan has been prepared for this matter, except that  
4 Groom's services must comply with the Groom Agreement.

5       8.     No Groom principal, of counsel, or associate, varies their billing rate based on the  
6 geographic location of the Debtor's bankruptcy case.

7       9.     Neither I, nor Groom, nor any principal, of counsel, or associate thereof, insofar as I have  
8 been able to ascertain, has any connection with the Debtors, their creditors, the Office of the United  
9 States Trustee for Region 17 (the "**U.S. Trustee**") or any other party with an actual or potential interest  
10 in these Chapter 11 Cases or their respective attorneys or accountants, except as set forth below:

- 11       a.    Groom is not and has not been employed by any entity, other than the Debtors, in  
matters related to these Chapter 11 Cases.
- 12       b.    Groom may perform or may have performed services for certain "Parties in Interest,"  
as defined below, in matters unrelated to these Chapter 11 Cases. As set forth below,  
Groom has undertaken a search to determine, and to disclose, whether it is performing  
or has performed services for any Parties in Interest in such unrelated matters.

15       10.    Neither I, nor Groom, nor any of counsel or associate thereof, insofar as I have been able  
16 to ascertain, holds or represents any interest adverse to the Debtors or their respective estates.  
17 Accordingly, I believe that Groom is a "disinterested person," as defined in section 101(14) of the  
18 Bankruptcy Code. The Debtors, however, have numerous relationships and creditors. Consequently,  
19 although every reasonable effort has been made to discover and eliminate the possibility of any conflicts,  
20 including the efforts outlined in paragraphs 11 and 12 below, Groom is unable to state with certainty  
21 whether one or more of its clients or an affiliated entity may hold a claim or otherwise be a party in  
interest in these Chapter 11 Cases. If Groom discovers any information that is contrary to or in addition  
22 to the statements made herein, Groom will immediately disclose such information to the Court. To the  
23 best of my knowledge, Groom has not represented and will not represent any entities or individuals other  
24 than the Debtors in these Chapter 11 Cases or in connection with any matters that would be adverse to  
25 the interests of the Debtors.

27       11.    Subject to the Court's approval, Groom will charge for its services on an hourly basis in  
28 accordance with the January 2018 Master Services Agreement ("Groom Agreement") and Groom's

1 standard hourly rates in effect on the date services are rendered, minus a 5% or more discount based on  
2 volume of services. There were no adjustments to these terms or rates for the 12 months prepetition.

3       12. The hourly rates charged by Groom professionals differ based on, among other things,  
4 such professional's level of experience. The names of Groom's professionals approved by PG&E to  
5 provide services and their PG&E-approved rates (before application of certain applicable discounts) are  
6 listed below:

| <u>Principal</u>           | <u>Standard Rates</u> | <u>Non-Principals</u> | <u>Standard Rates</u> |
|----------------------------|-----------------------|-----------------------|-----------------------|
| Adams                      | 751                   | Ashner                | 556                   |
| Amin                       | 713                   | Boberg                | 708                   |
| Anillo                     | 898                   | Bradford              | 637                   |
| Cho                        | 836                   | Carolan               | 675                   |
| Dold                       | 898                   | Del Conte             | 713                   |
| Hogans                     | 836                   | Fogleman              | 675                   |
| Itami                      | 713                   | Geloneck              | 594                   |
| Keller                     | 812                   | Goodwin               | 751                   |
| Kreps                      | 751                   | Junk                  | 812                   |
| Lee                        | 751                   | Kimelblatt            | 413                   |
| Levine                     | 860                   | Kohn                  | 708                   |
| Levy                       | 732                   | Lucco                 | 637                   |
| Lofgren                    | 898                   | Malik                 | 504                   |
| Mazawey                    | 1055                  | Mayland               | 556                   |
| Ryan                       | 732                   | McSweeney             | 637                   |
| St. Martin                 | 998                   | McTyre                | 675                   |
| Tinnes                     | 812                   | Muma                  | 556                   |
| Turner                     | 732                   | Slee                  | 751                   |
| Ullman                     | 755                   | Temme                 | 675                   |
| Walsh                      | 708                   | Wood                  | 713                   |
| Witt                       | 751                   |                       |                       |
| Zaklad                     | 795                   |                       |                       |
| <u>Other Professionals</u> |                       |                       |                       |
| Latalladi-Fulton           | 328                   |                       |                       |
| Shahinlari                 | 214                   |                       |                       |

13       13. These rates may change from time to time in accordance with Groom's established  
14 billing practices and procedures. Groom will maintain detailed, contemporaneous records of time and  
15 any actual and necessary expenses incurred in connection with the rendering of legal services  
16 described above by category and nature of the services rendered.

17       14. There have been no adjustments to Groom's billing rates or terms of engagement with  
18 PG&E postpetition.

1       15. In determining that Groom is a disinterested person, I have made diligent inquiry to  
2 determine whether Groom has any connection with parties in interest in these cases, or has or represents  
3 any interest adverse to the Debtors' estates, or is otherwise subject to any disqualification which would  
4 prevent it from serving as special employee benefits counsel to the Debtor in these Chapter 11 Cases. In  
5 preparing this Declaration, I caused to be submitted for review by our conflicts check system the names  
6 of all known parties in interest (the "**Parties in Interest**") in this case. The list of Parties in Interest was  
7 provided to us by the Debtors and included the following categories:

|  |  |
|--|--|
| Debtors  | Ad Hoc Committee of Unsecured Tort<br>Claimant Creditors |
| Debtors' Trade Names and Aliases                             | Non-Debtors Professionals                                |
| Affiliates and Subsidiaries                                  | Ordinary Course Professionals                            |
| Current Officers and Directors                               | Other Secured Parties                                    |
| Term and Revolving Loan Lenders<br>and Administrative Agents | Regulatory and Government (Federal,<br>State and Local)  |
| Contract Counterparties                                      | DIP Lenders  |
| Debtors Professionals  | Significant Competitors                                  |
| Former Officers and Directors                                | Significant Shareholders                                 |
| Affiliations of Former Officers                              | Significant holder of voting securities                  |
| Affiliations of Former Directors                             | Taxing Authorities                                       |
| Insurance/Insurance<br>Provider/Surety Bonds                 | Top Unsecured Creditors                                  |
| Surety Bonds   | Unsecured Notes  |
| Landlords and parties to leases                              | UCC Lien Holders   |
| Lenders  | Unions   |
| Litigation Counterparties/Litigation<br>Pending Lawsuits     | Utility Providers  |
| Litigation Parties   | Vendors/Suppliers  |

25 The results of this review were compiled and analyzed by Groom attorneys acting under my supervision.

26       16. Groom has researched its client database to determine whether Groom has provided in  
27 the recent past, or is presently providing, services to those persons/entities. To the extent that such  
28

1 research indicated that Groom has provided/is providing such services, the identities of those  
2 persons/entities are set forth in Exhibit 1 attached hereto.

3       17. The services we may currently provide or may have provided for creditors generally  
4 include advising such creditors with respect to legal issues associated with their own employee benefit  
5 plans or the services that they provide in connection with other employee benefit plans. To the best of  
6 my knowledge, information and belief, Groom's fees for services we provided to any of the entities listed  
7 in Exhibit 1 are completely unrelated to any matters concerning these Debtors.

8       18. To the best of my knowledge, information and belief, neither the undersigned nor the  
9 professionals anticipated to assist the Debtors in these matters are related to any judge in the United  
10 States Bankruptcy for the Northern District of California or the U.S. Trustee assigned to this matter.

11       19. Accordingly, based upon the discussion herein above, Groom is a "disinterested person,"  
12 as defined in section 101(14) and as required by section 327(e) of the Bankruptcy Code and, to the best  
13 of my information and belief, neither my firm nor any member thereof is connected, other than as  
14 disclosed herein or at Exhibit 1 to the Debtors or the parties set forth above.

15       20. As of the date of filing, based upon review of our internal billing records, Groom was not  
16 owed any fees in respect of services provided during the pre-petition period.

17       21. Groom has not shared or agreed to share any of its compensation from the Debtors with  
18 any other person, other than with principals, of counsel, associates or other employees of Groom as  
19 permitted by section 304 of the Bankruptcy Code.

20       22. To the best of my knowledge, Groom has not represented and will not represent any  
21 entities or individuals other than Debtors in these Chapter 11 Cases or in connection with any matters  
22 that would be adverse to the interests of the Debtors.

23       23. Groom intends to apply to the Court for payment of compensation and reimbursement of  
24 expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules,  
25 the Bankruptcy Local Rules, the Fee Guidelines, and any further order of the Court and pursuant to any  
26 additional procedures that may be established by the Court in these cases.

27       24. This Declaration is submitted in accordance with section 327 of the Bankruptcy Code and  
28 Bankruptcy Rule 2014.

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Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153-0119

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry,  
the foregoing is true and correct.

Executed this 1st day of May, 2019

  
\_\_\_\_\_  
David N. Levine

## **EXHIBIT 1**

### **Bank Accounts**

Bank of America  
Bank of New York Mellon  
Deutsche Bank Trust Company Americas  
Fidelity Management Trust Company  
Royal Bank of Canada  
U.S. Bank N.A. Global Corporate Trust Services  
U.S. Bank, N.A.  
JP Morgan Chase Bank, N.A.  
Morgan Stanley / ISG Operations  
RBC Capital Markets  
Wells Fargo Bank, N.A.  
Wells Fargo Securities, LLC  
Bank of America Merrill Lynch  
Barclays Capital Inc.  
Union Bank of California  
Goldman, Sachs & Co.  
Merrill Lynch  
Royal Bank of Scotland

### **Debtors Professionals (law firms, accountants and other professionals)**

PricewaterhouseCoopers LLP  
Weil, Gotshal & Manges LL  
Willis Towers Watson  
Cravath, Swaine & Moore LLP  
Lazard Frères & Co. LLC

### **Term and Revolving Loan Lenders and Administrative Agents**

Bank of America, N.A. (Admin Agent - \$300M)  
JPMorgan Chase Bank, N.A.  
Morgan Stanley Bank, N.A.  
Morgan Stanley Senior Funding, Inc.  
MUFG Union Bank, N.A.  
Royal Bank of Canada  
The Bank of New York Mellon  
Wells Fargo Bank, National Association  
Barclays Bank PLC  
Canadian Imperial Bank of Commerce, New York Branch  
Goldman Sachs Bank USA  
US Bank, National Association

## **Contract Counterparties (includes, PPAs, patents and IP)**

Bank of Montreal  
Cargill Inc.  
Chevron USA, Inc.  
Conoco Phillips Company  
Conocophillips Co.  
Google Inc.  
J.P. Morgan Ventures  
Koch Energy Svc  
Morgan Stanley Capital Group Inc.  
National Fuel  
Portland General Electric  
Royal Bank of Canada  
UBS AG (Switzerland)  
Wells Fargo LLC  
Anadarko  
Barclays Bank PLC  
Canadian Imperial Bank of Commerce  
First Reserve  
Lehman Brothers Commodity Services  
Merrill Lynch  
Merrill Lynch Commodities Inc.  
NextEra  
NextEra Energy, Inc.  
Royal Bank of Scotland, PLC  
Sierra Pacific Ind. (Susanville)  
Sierra Pacific Industries  
Southern California Edison Company  
United Airlines (Cogen)

## **Insurance/Insurance Provider/Surety Bonds**

AETNA  
Aetna International  
Allianz Global Corporate & Specialty SE (PDW)  
Allianz Global Risks  
Allianz Global Risks US Insurance Company  
Blue Cross of California, Inc. d/b/a Anthem Blue Cross (“Anthem”)  
Beacon Health Options, Inc.  
Chubb Bermuda  
Chubb Bermuda Insurance Ltd  
CIGNA Group Insurance  
Express Scripts Holding Company  
Kaiser Foundation Health Plan, Inc.

Life Insurance Company of North America (CIGNA)  
Willis Towers Watson  
Beazley Insurance Company  
Liberty Mutual Insurance Company  
Neff  
The Marine Insurance Company Ltd. (Royal Sun Alliance - RSA)

### **Surety Bonds**

Liberty Mutual Insurance Company  
Liberty Mutual Fire Insurance Company

### **Landlords and parties to leases**

Google, Inc.  
Ingersoll  
Sears

### **Lenders (Prepetition and Proposed Postpetition to the extent not already listed)**

Bank of America, N.A.,  
JPMorgan Chase Bank, N.A.,  
Barclays Bank PLC

### **Litigation Counterparties/Litigation Pending Lawsuits – includes threatened litigation**

Benjamin Moore  
Damniel Gallagher

### **Litigation Parties (in adversary 19-03003)**

Consolidated Edison Development, Inc.  
NextEra Energy, Inc.

### **Ad Hoc Committee of Unsecured Tort Claimant Creditors**

DLA Piper LLP (US)

### **Other Secured Parties (Letters of Credit/ Issuers of Letters of Credit)**

City of Oakland

## **Secured Creditors**

Bank of America, N.A.  
Deutsche  
J.P. Morgan Securities LLC  
JPMorgan Chase Bank, N.A.  
Morgan Stanley Bank/ Morgan Stanley Senior Funding  
MUFG Union Bank, N.A.  
Royal Bank of Canada  
The Bank of New York Mellon, N.A.  
UBS  
UBS Securities  
Wells Fargo Bank, N.A.  
Wells Fargo Bank, National Association  
Wells Fargo Securities LLC  
Bank of America Merrill Lynch  
Barclays Bank PLC  
Barclays Capital Inc.  
Barclays Global  
Canadian Imperial Bank of Commerce, NY Agency  
Goldman Sachs Bank USA  
Lehman Brothers  
Merrill Lynch, Pierce, Fenner & Smith Incorporated  
RBS  
U.S. Bank National Association  
Williams Capital

## **Significant Shareholders (more than 5% of equity)**

BlackRock, Inc.  
T. Rowe Price Associates, Inc.  
The Vanguard Group, Inc.

## **Significant holder of voting securities**

BlackRock Fund Advisors  
T. Rowe Price Associates, Inc.  
The Vanguard Group, Inc.

## **Top Unsecured Creditors**

Bank of America  
Bank of New York Mellon  
Chevron Power Holding Inc.  
Deutsche Bank  
McKinsey & Company Inc. - U S

MUFG  
Siemens Industry Inc.  
The Bank of New York Mellon  
Wells Fargo  
Turner Construction Company

### **Unsecured Notes**

Bank of America, N.A.  
Bank of New York Mellon  
JPMorgan Chase Bank, N.A.  
Morgan Stanley  
Morgan Stanley Bank  
Morgan Stanley Senior Funding  
MUFG Union Bank, N.A.  
Royal Bank of Canada  
UBS Investment Bank  
Wells Fargo  
Wells Fargo Bank, N.A.  
Barclays Bank PLC  
Canadian Imperial Bank of Commerce  
Goldman Sachs Bank USA  
Lehman Brothers  
U.S. Bank National Association  
US Bank

### **UCC Lien Holders**

Great West Life and Annuity Insurance Company  
MassMutual Asset Finance LLC  
Wells Fargo Bank  
Wells Fargo Bank Northwest, National Association, as Trustee Mac: U1228-051  
U.S. Bank Equipment Finance, a division of U.S. Bank National Association

### **Unions**

International Brotherhood of Electrical Workers  
Service Employees International

### **Utility Providers**

AT&T  
AT&T Corp.  
Comcast  
Level 3 Communications  
Verizon Business Network Services

**Vendors/Suppliers (critical, foreign, common carrier, shippers,  
warehousemen, customs duties, brokers charges, facilities provider and third  
party)**

Brock Services, LLC  
ChemTreat, Inc.  
Praxair  
Praxair Services, Inc.  
ADP, Inc.  
Turner Construction Company

**Interested Parties / Notice of Appearance Parties**

Deutsche Bank National Trust Company  
Deutsche Bank Trust Company Americas  
Honeywell International Inc.  
McKinsey & Company, Inc. U.S.  
Liberty Mutual Insurance Company  
NextEra Energy Inc., et al.  
NextEra Energy Montezuma II Wind, LLC  
NextEra Energy Partners, L.P.  
NextEra Energy, Inc.